

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588923

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PORCH.COM, INC., AS BORROWER REPRESENTATIVE		07/22/2020	Corporation: DELAWARE
GOSMITH, INC.		07/22/2020	Corporation: DELAWARE
DONE.COM HOLDINGS, INC.		07/22/2020	Corporation: TEXAS
INSPECTION SUPPORT LIMITED LIABILITY COMPANY		07/22/2020	Limited Liability Company: NEVADA
GUARDIAN SMALL BUSINESS CONSULTING AND FINANCIAL SERVICES LLC		07/22/2020	Limited Liability Company: IDAHO
SVZ HOLDING, INC.	FORMERLY SERVICOM, INC.	07/22/2020	Corporation: CALIFORNIA
HIRE A HELPER LLC		07/22/2020	Limited Liability Company: CALIFORNIA
HIREAHELPER CORPORATE RELOCATION, LLC		07/22/2020	Limited Liability Company: CALIFORNIA
ELITE INSURANCE GROUP, INC.		07/22/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	RUNWAY GROWTH CREDIT FUND INC., AS AGENT
Street Address:	205 N Michigan Ave., Suite 4200
Internal Address:	Attention: Legal Reporting
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4852614	PORCH CONCIERGE
Registration Number:	4887982	
Registration Number:	4794149	PORCH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4494840	MOSTLIKELY
Registration Number:	4494839	MOSTLIKELY
Registration Number:	5733022	KANDELA
Registration Number:	4387286	KANDELA
Registration Number:	4671686	ISN
Registration Number:	4767284	INSPECTION SUPPORT NETWORK
Registration Number:	5263628	HYBRID
Registration Number:	5022126	HIREAHELPER

CORRESPONDENCE DATA

Fax Number: 2028427899
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 202 776 2046
Email: jmfitzpatrick@cooley.com
Correspondent Name: JENNIFER FITZPATRICK
Address Line 1: C/O COOLEY LLP
Address Line 2: 1299 Pennsylvania Avenue, NW, Suite 700
Address Line 4: WASHINGTON, D.C. 20004-2400

ATTORNEY DOCKET NUMBER:	326420-132
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	07/28/2020

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of July 22, 2020, among **PORCH.COM, INC.**, a Delaware corporation (“**Borrower Representative**”), each of the undersigned guarantors party hereto (together with Borrower Representative, collectively, “**Grantors**”, and each, a “**Grantor**”) and **RUNWAY GROWTH CREDIT FUND INC.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

RECITALS

A. Grantors, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of each Grantor’s Intellectual Property.

C. Grantors’ execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, each Grantor and Agent hereby agree:

1. To secure the Obligations, each Grantor grants Agent a security interest in all of such Grantor’s right, title and interest in its Intellectual Property. Each Grantor hereby confirms that the attached schedules of such Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Each Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

c/o Porch.com, Inc.
2200 1st Ave. S
Seattle, WA 98134
Attention: Chief Financial Officer

GRANTORS:

PORCH.COM, INC.

By Matthew Ehrlichman

Name: Matthew Ehrlichman
Title: Chief Executive Officer

GOSMITH, INC.

By Matthew Ehrlichman

Name: Matthew Ehrlichman
Title: Chief Executive Officer and President

DONE.COM HOLDINGS, INC.

By Matthew Ehrlichman

Name: Matthew Ehrlichman
Title: Chief Executive Officer and President

INSPECTION SUPPORT LIMITED LIABILITY COMPANY

By Matthew Ehrlichman

Name: Matthew Ehrlichman
Title: Chief Executive Officer of Porch.com, Inc., sole member of Inspection Support Limited Liability Company

GUARDIAN SMALL BUSINESS CONSULTING AND FINANCIAL SERVICES LLC

By Matthew Ehrlichman

Name: Matthew Ehrlichman
Title: Chief Executive Officer of Porch.com, Inc., sole member of Guardian Small Business Consulting and Financial Services LLC

SVZ HOLDING, INC.

By Matthew Ehrlichman

Name: Matthew Ehrlichman
Title: Chief Executive Officer

HIRE A HELPER LLC

By Matthew Ehrlichman

Name: Matthew Ehrlichman
Title: Chief Executive Officer of Porch.com, Inc., sole member of Hire A Helper LLC

HIREAHELPER CORPORATE RELOCATION, LLC

By Ryan Charles

Name: Ryan Charles
Title: Manager

ELITE INSURANCE GROUP, INC.

By Matthew Ehrlichman

Name: Matthew Ehrlichman
Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

By: Thomas Raterman

Name: Thomas Raterman
Title: Chief Financial Officer

EXHIBIT A
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
HIRE A HELPER LLC	HireAHelper_application.	TX0007497639	10/04/10
HIRE A HELPER LLC	HireAHelper.com website.	TX0008387751	04/06/17
HIRE A HELPER LLC	moving101.hireahelper.com.	TX0008387717	04/07/17

EXHIBIT B

PATENTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
None.			

EXHIBIT C

TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
PORCH.COM, INC.	PORCH CONCIERGE	4852614	11/10/15
PORCH.COM, INC.	<DESIGN>	4887982	01/19/16
PORCH.COM, INC.	PORCH	4794149	08/18/15
PORCH.COM, INC.	MOSTLIKELY	4494840	03/11/14
PORCH.COM, INC.	MOSTLIKELY	4494839	03/11/14
PORCH.COM, INC.	KANDELA	5733022	04/23/19
PORCH.COM, INC.	KANDELA	4387286	08/20/13
INSPECTION SUPPORT LIMITED LIABILITY COMPANY	ISN	4671686	01/13/15
INSPECTION SUPPORT LIMITED LIABILITY COMPANY	INSPECTION SUPPORT NETWORK	4767284	07/07/15
HIRE A HELPER LLC	HYBRID	5263628	08/15/17
HIRE A HELPER LLC	HIREAHELPER	5022126	08/16/16